

## LANDSCAPE MAINTENANCE AGREEMENT

A.G. CONTRACT NO. 87-119.

ARIZONA PROJECT F-022-3-539

3

PHOENIX - GLOBE HIGHWAY  
(Ironwood St. - Idaho Rd.)  
City of Apache Junction

THIS AGREEMENT, made this 27th day of May, 1987, pursuant to A.R.S. Sec. 11-951 through Sec. 11-954, by and between the Department of Transportation, Highways Division, an agency of the State of Arizona, thereunto duly authorized, hereinafter designated Department of Transportation and the City of Apache Junction, a municipal corporation, acting by and through its City Council, therunto duly authorized, hereinafter designated as City.

## WITNESSETH:

WHEREAS, the City is empowered by A.R.S. Sec. 9-672B to enter into this agreement and acting by and through its City Council, has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of the City; and

WHEREAS, it is to the mutual advantage of the Department of Transportation and the City to landscape certain areas within the right-of-way on U.S. Route 60 from Ironwood Street to Idaho Road, westbound centerline roadway station 792+00, to westbound centerline roadway station 846+00, a net distance of approximately 1.02 miles.

NOW THEREFORE, it is hereby mutually agreed by and between the Department of Transportation and the City, pursuant to the authority contained in A.R.S. Sec. 28-108 as follows:

1. The Department of Transportation will prepare plans for the landscaping and irrigation project and submit them to the City for approval.

2. Upon approval, the project will be constructed by the Department of Transportation, using State funds matched by 25% City funds, apportioned to the Department of Transportation.

NO. <u>12001</u>
FILED WITH SECRETARY OF
Date Filed <u>6-5-87</u>
<i>[Signature]</i>
SECRETARY

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right-of-way on U.S. Route 60 for the landscaping from Ironwood Street to Idaho Road from westbound centerline roadway station 792+00, to westbound centerline roadway station 846+00. Cost shall be at standard water service rates, all at City expense.

4. The City shall furnish all water for landscape installation during construction phase, and all water hereafter necessary to properly maintain the landscape within the right-of-way on U.S. Route 60 for the landscaping from Ironwood Street to Idaho Road, all as shown on the project plans from westbound centerline roadway station 792+00, to westbound centerline roadway station 846+00, all at City expense.

5. After construction the City shall maintain the landscaping and irrigation system within the right-of-way on U.S. Route 60 from Ironwood Street to Idaho Road, westbound centerline roadway station 792+00, to westbound centerline roadway 846+00.

6. The City shall furnish all electrical power necessary to maintain the landscaping within the right-of-way on U.S. Route 60 from Ironwood Street to Idaho Road from westbound centerline roadway station 792+00, to westbound centerline roadway station 846+00.

7. The City hereby agrees to maintain the landscaping and irrigation system, in an attractive manner, as it was designed and approved by the Department of Transportation, and the City will not make any changes, additions or deletions without written approval by the Department of Transportation, Roadside Development Services. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic.

8. The parties hereto further agree that to the extent permitted by law, the Department of Transportation and City agree to defend, indemnify, and hold harmless each other and their agents, officials, employees and subsidiaries, from and against any and all claims, actions, demands, liability, damage, cost and expense of whatsoever character whether direct or indirect, or consequential, including loss or damage to property of either party hereto or of their persons and for the injury or death to any or all persons caused by or attributable to the negligence or fault of the Department of Transportation or the City, their employees or agents. As to any liability claims where the parties hereto may be jointly at fault,

whether or not a named defendant to an action, the parties agree that they will share in any settlement or judgement on the amount that is proportionate to the degree of negligence or fault of the respective parties as agreed to between them or adjudicated by the courts. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in A.R.S. Sec. 12-1518 (B) and (C).

9. This agreement shall be filed with the Secretary of State and shall become effective on the date of such filing.

10. Attached hereto are resolutions of the Department of Transportation and the City authorizing both entities to enter into this agreement, and a written determination by the City Attorney of Apache Junction that this agreement is in proper form and within the powers and authority granted to the City under the laws of this State.

11. The effective date of this agreement shall be upon filing with the Secretary of State and shall remain in full force and effect for a period of five (5) years from the effective date unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless the parties hereto mutually agree by formal amendment reflected herein to this agreement not less than one (1) month prior to the initial or renewed expiration date.

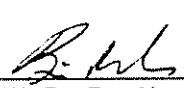
12. All parties are hereby put on notice that this Contract (Agreement) is subject to cancellation by the Governor, pursuant to A.R.S. Sec. 38-511.

IN WITNESS WHEREOF the parties have executed two copies of this agreement on the day and year herein written.

ARIZONA DEPARTMENT OF TRANSPORTATION

CITY OF APACHE JUNCTION,  
a municipal corporation

By   
CHIEF DEPUTY STATE ENGINEER

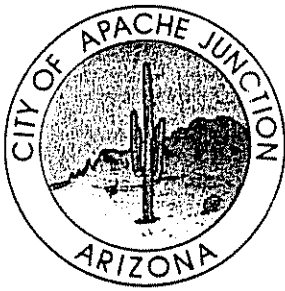
By   
Bill R. Da Vee  
City Manager

STATE OF ARIZONA            )  
                                      :    SS  
County of Pinal            )

I, Kathleen Connelly, City Clerk of  
the City of Apache Junction, Arizona, do hereby certify that  
the following is a true and correct extract of the minutes of  
the City Council meeting held May 5, 1987.

In Witness Whereof, I have hereunto set my hand and  
affixed the Official Seal of the City of Apache Junction,  
Arizona. Done in Apache Junction, Arizona this 15th  
day of May, 1987.

Kathleen Connelly  
Kathleen Connelly, City Clerk



## *City of Apache Junction*

---

### C E R T I F I C A T E

I certify that I am the duly appointed, qualified, and acting City Clerk of the City of Apache Junction, Arizona; that as such, I have in my possession all of the original motions passed by the City Council of the City of Apache Junction; that the attached is a true and correct copy of the motion made for U.S. Highway 60 Median Landscaping Maintenance Agreement, which was presented to the City Council on the 5th day of May, 1987, as it appears in my records.

May 18, 1987  
Date

Kathleen Connelly  
Kathleen Connelly  
City Clerk

lvc

CF: Director of Public Works

(


At their regular meeting of May 5, 1987, the City Council of the City of Apache Junction, Arizona, passed the following motion:

I MOVE THAT AUTHORIZATION BE GIVEN THE CITY MANAGER TO APPROVE THE PRELIMINARY LANDSCAPE PLAN DATED APRIL 7, 1987, AND EXECUTE THE LANDSCAPE MAINTENANCE AGREEMENT (ARIZONA PROJECT NO. F-022-3-539) WHICH PERTAINS TO LANDSCAPING IN THE U.S. HIGHWAY 60 MEDIAN BETWEEN IRONWOOD DRIVE AND IDAHO ROAD AND THAT FUNDING IN THE AMOUNT OF 25% OF THE BID (ESTIMATED \$7500) IS APPROVED.

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, STATE ENGINEER and the CITY OF APACHE JUNCTION and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 7th day of May, 1987.

  
DAVID ALEXANDER  
City Attorney

**Attorney General**

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 87-1190, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement

DATED this 2nd day of June, 1987.

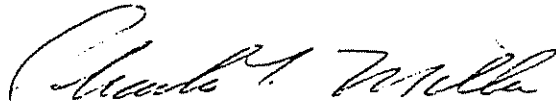
ROBERT K. CORBIN  
Attorney General

Albert Meyer  
Assistant Attorney General  
Transportation Division



RESOLUTION

Be it resolved on this date, May 27, 1987, I, CHARLES L. MILLER, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the APACHE JUNCTION, acting by and through its CITY COUNCIL enter into the intergovernmental agency agreement for the purpose of entering in a landscape maintenance agreement for certain projects which have been selected by the State and subject to the approval of the Apache Junction as by law required; and request the City to perform certain work and supply necessary materials required to maintain the specified areas in the manner specified in the attached agreement.



---

CHARLES L. MILLER, Director  
Department of Transportation